

Contract / Leases / Agreements / Grants Form

This is	New	<input checked="" type="checkbox"/>	Renewal		Filling this out on a computer? Please type an X into the appropriate box.
This is a Grant	Yes	<input checked="" type="checkbox"/>	No		If you marked YES this needs to go through Grant Review.
This is an	Agreement <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Lease <input type="checkbox"/>				
Name of Entity who Contract / Lease / Agreement / Grant is with		Mi Supreme Court State Court Administrative Office			
Project Name		88th District Drug + Alcohol Sobriety Court			
Attorney Review		All Contracts / Leases / Agreements / Grants must have Attorney Review and approval through the Commissioner's Office.			
Insurance Review		All Contracts / Leases / Agreements / Grants must have appropriate insurance coverage per the attached list. It is the Department Heads responsibility to make sure that all requirements are met and listed on the insurance certificate.			
Total Amount		\$ 25,000			
Organization Match		\$ 0			
County Match		\$ 0			

I have reviewed and approved this Contract / Lease / Agreement / Grant and attached appropriate insurance :

	12/6/22
The Department Head Requesting	Date Signed

GRANT REVIEW COMMITTEE APPROVAL:

County Clerk:	Date Signed: 12/7/22	I am requesting a meeting
County Treasurer:	Date Signed: 12-7-22	I am requesting a meeting
Finance Chairman:	Date Signed:	I am requesting a meeting
County Administrator:	Date Signed: 12/7/22	I am requesting a meeting

Please do NOT mark below this line

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INTEROFFICE USE ONLY

Date Received:	Date Sent for Attorney Review:
Attorney Approval Received:	Insurance Received:

28740 - 88th District Court Drug and Alcohol Treatment Court

Application Details

Funding Opportunity:

28485-Fiscal Year 2023 Michigan Drug Court Grant Program (MDCGP) Operational and Planning Programs

Funding Opportunity Due Date: Jun 10, 2022 6:30 PM

Program Area: Michigan Drug Court Grant Program (MDCGP)

Status: Submitted

Stage: Final Application

Initial Submit Date: May 24, 2022 10:39 AM

Initially Submitted By: Salome Latuszek

Last Submit Date: Nov 23, 2022 3:34 PM

Last Submitted By: Salome Latuszek

Contact Information

Primary Contact Information

Name: Ms. Salome Middle Name Latuszek
Salutation First Name Last Name

Title:

Email*: latuszeks@alpenacounty.org

Address*: 719 W. Chisholm St.

Alpena Michigan 49707
City State/Province Postal Code/Zip

Phone*: 989-354-9678 Ext.

Phone

###-###-####

Fax: ###-###-####

To access the WebGrants Access form click here.

WebGrants Authorization webgrants auth.pdf

Approval Form:

Organization Information

Name*: 88th District Court - Alpena County (D88)
Organization Type*: State Court Administrative Office
Tax Id:
Organization Website:
Address*: Alpena County Office Building
719 Chisholm St.
Suite 3
Alpena Michigan 49707
City State/Province Postal Code/Zip
Phone*: (989) 354-9681 Ext.
###-###-####
Fax: (989) 354-9785
###-###-####

FY 23 Application

Program Information

Select your court*: D88 Alpena/Montmorency
County*: Alpena
Please pick your program type*: Hybrid DWI/Drug Court
Federal Tax ID *: 386004834
What is the program's most recent LAO number.
LAO# 2011-1
Planning programs enter 0000-00
*:
Is this a regional program? *: No
Chief Judge *: K. Edward Black
Program Judge 1 Name*: Alan M. Curtis
Number of years as a program judge.*: < 1 year
Program Judge 1 Email Address*: curtisa@alpenacounty.org

Program Judge 2 Name:

Number of years as a program judge.:

Program Judge 2 Email

Address:

Program Judge 3 Name:

**Number of years as a program
judge.:**

Program Judge 3 Email

Address:

Program Judge 4 Name:

Program Judge 4 Email

Address:

**Number of years as a program
judge.:**

Court Administrator*:	Christina L. Delekta
Financial Officer*:	Kim Ludlow
Project Director*:	Salome Latuszek
Project Director E-mail Address*:	latuszeks@alpenacounty.org
Project Director Phone Number*:	989-354-9678 Ext.
DCCMIS Administrator Name*:	Salome Latuszek
DCCMIS Administrator E-mail Address*:	latuszeks@alpenacounty.org
DCCMIS Administrator Phone Number*:	989-354-9678 Ext.
Authorizing Official (individual who will sign the grant contract) Name*:	Robert Adrian
Authorizing Official E-mail Address*:	robertadrian@alpenacounty.org
Authorizing Official Phone Number*:	989-354-9502 Ext.
Authorizing Official Title *:	Chairman of the Alpena Co. Board of Commissioners
SIGMA Vendor ID #*:	

CV0047952

This number begins with CV, followed by 7 digits. Review previous payments from the State for this number. If you would like assistance, please contact PSC@courts.mi.gov.

Program Operations

Is the program applying for planning or operational funds? Operational Application

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*:

How many years has the program been operational? : 12

When does your program plan to begin accepting participants? :

What is the program's capacity? 20

What is the current number of active participants? : 10

Does the program accept transfers? : Yes

Provide a description of your program as it relates to project goals and funding needs:

Our program provides structure and guidance for participants to maintain a sober lifestyle, through continued monitoring of compliance with treatment, peer recovery support, community involvement, and continued abstinence.

Did your program receive SCAO-administered grant funds in the current fiscal year?: Yes

Please select all of the grant programs which funded this program in the current fiscal year. : MDCGP

What was the total amount of SCAO-administered grant funds the program was awarded in the current fiscal year?: \$35,000.00

Will the program likely expend all of its grant award during the current fiscal year? : Yes

What are the reasons that the program will likely not spend the entire grant award during the current fiscal year? :

Have any of the service(s) and/or good(s) rates increased from the current fiscal year? Yes

(e.g. coordinator pay increased from \$23/hr to \$24.50/hr, drug tests increased from \$12 to \$15)

:

List the service(s) and/or good(s), the current fiscal year rate, and the new rate.:

Aside from increases covered above, are you requesting more grant funds in this application than the program was awarded during the current fiscal year?: No

Please explain why more funds are being requested.

(e.g. program expansion, increase in services, or operational adjustments)

:

For the upcoming/next fiscal year, will the program receive funding from another source (non SCAO-funding, such as local or federal funding), or has the program applied for funding from another source?* Yes

Please provide the following information

- 1.) Have you received notification of award?
- 2.) What is the funding source?
- 3.) What is the maximum amount per year?
- 4.) When will the funds expire?
- 5.) Are these funds restricted? If yes, please explain.

The program currently receives federal grant (BJA) funding 2019-2022. \$125,000 is the maximum amount per year, and funds are restricted to what is allowable under the grant. Due to staffing changes and shortages, the program will not be able to apply for another BJA grant until spring of 2023.

Budget

Personnel

Name	Position	Rates Request	Other Grant Or Funding Source	Local Cash Contribution	Local In-Kind Contribution Total
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No Data for Table

Personnel

Describe the personnel costs (i.e., wages) associated with the proposed project.

Fringe Benefits

Types of Fringe Benefits to be Claimed	Request	Other Grant Or Funding Source	Local Cash Contributions	In-Kind Contributions Total
No Data for Table				

Fringe Benefits

Describe in detail each fringe benefit amount. If you are requesting funds in the "Other" category, include a detailed description of those expenses.

Contractual

Service to be Provided	Contractor(s)	Rates	Other Grant or Funding Request	Local Cash Contribution	Local In-Kind Contribution	Total Subrecipient/Conti
Defense Attorney Fees-Team Meetings		\$100 per hour x 4 times per month for 12 months	\$4,800.00	\$0.00	\$0.00	\$4,800.00 Subrecipient
Surveillance Officer		10 hours per week x \$18 per hour	\$9,360.00	\$0.00	\$0.00	\$9,360.00 Contractor
Drug/Alcohol screen confirmations	Abbott	\$30 x 3 participants 1x per month for 12 months	\$1,080.00	\$0.00	\$0.00	\$1,080.00 Contractor
GPS tether or alcohol monitor set up	Northern Michigan Drug Testing	5 participants per year @ \$75	\$375.00	\$0.00	\$0.00	\$375.00 Contractor
			\$15,615.00	\$0.00	\$0.00	

Contractual

Describe the contractual costs associated with the proposed project.

The defense attorney attends every team meeting and drug court review and advises to legal general protections and advocates for fair treatment of participants as they are defendants experiencing the justice system. The attorney is well-educated and experienced in the program practices and offers invaluable input. \$100 per hour @ 4 times per month for 12 months = \$4,800.

The surveillance officer attends team meetings, treatment court reviews, implements, drug testing, home visits, and general surveillance of the participants. \$18 per hour @ 10 hours per week for 52 weeks = \$9360.

Abbott is a laboratory testing service providing verification of urinalysis screening completed by case managers/compliance officer. The computation includes costs that are only a result of negative screening. \$30 per 17-panel screen/confirmation @ 3 participants 1 times per month for 12 months = \$1,080.

GPS tethers and alcohol monitors are required on phase one and ongoing until removal is appropriate. Participants are responsible for the daily fee however the initial set-up poses a burden. Best practices points out swift response therefore immediate implementation is necessary. \$75 per participant @ 5 new participants per year = \$375.

Supplies

Type of Supply	Rates	Request	Other Grant or Funding Sources	Local Cash Contribution	Local In- Kind Contribution	Total
Office Supplies	General consumables; paper, ink, binders, staples, folders, pens	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
Postage	Estimated based on prior years with upcoming increase	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
Incentives	50 x \$10 gift cards/certificates	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Graduation refreshments/supplies	10 graduations x \$30	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Graduation awards	10 graduations x \$25	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
Oral testing devices	15 per month x \$5.80 x 12 months	\$1,044.00	\$0.00	\$0.00	\$0.00	\$1,044.00
Disposable PBT tubes	40 per month x 12 months x .29 per tube	\$139.20	\$0.00	\$0.00	\$0.00	\$139.20
Printed materials	paper, ink, business cards, handbooks, manuals	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00
17 panel urine tests	75 per month x 12 months x \$5.50	\$4,950.00	\$0.00	\$0.00	\$0.00	\$4,950.00
Kratom urine dip tests	10 per month x 12 months x \$5.00	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
		\$7,933.20	\$0.00	\$0.00	\$0.00	

Supplies

Describe the supply costs associated with the proposed project.

The case manager, surveillance officer, and probation staff administer drug screens and PBT's therefore drug court testing supplies are planned accordingly for random testing. These staff members administer a wide range of tests to detect various substances according to the key component of frequent alcohol and drug testing. 17-panel Drug/Alcohol screens are \$5.50 per screen calculated for 75 screens per month for a year. Oral/saliva panel tests are \$5.80 per test at 15 per month for a year. PBT tubes are \$0.29 using approximately 40 per month for a year. Kratom dip tests are \$5.00 per test using 10 per month for a year. All of these estimates of use are based on prior years serving approximately 20 participants per year.

Office supplies are needed to maintain appropriate processing of treatment court participants via the file and all associated supplies not to exceed \$50. Postage was calculated considering the upcoming increase in postage and to communicate with participants, ancillary services, funding units and the public regarding the program not to exceed \$50. Printed materials support programming and provide clear communication with participants and the community not to exceed \$50.

Incentives, awards and graduations are a critical part of treatment court success. Incentives are shown to reinforce positive outcomes. We approximately serve 20 participants, not to exceed 50 incentives per year at \$10 per incentive = \$500. We estimate approximately 10 graduations per year costing about \$55 for the graduation event and award.

Travel and Training

Type of Travel or Training	Rates	Request	Other Grant or Funding Sources	Local Cash Contribution	Local In-Kind Contribution	Total
Ohio Risk/Needs Assessment or COMPAS Risk/Needs	Training for one case manager	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
Transportation for participants	10 bus passes @ \$30 per book = \$300	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
Mileage for home visits	100 for 12 months x .625 per mile	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
		\$1,550.00	\$0.00	\$0.00	\$0.00	

Travel and Training

Describe the travel and training costs associated with the proposed project.

Training for one probation officer/case manager for certification in the Ohio Risk/Needs Assessment Survey or COMPAS Risk/Needs @ \$500 each.

Home visits to monitor participants, Mileage of 100 miles x .625 x 12 months=\$750. This would be reimbursed to case manager and surveillance officer as utilized.

Alpena and Montmorency counties are geographically isolated and economically deprived with most participants projected to not have a driver's license or the ability to pay for transportation. Thunder Bay Transportation Authority is \$3 to ride per trip. Average round-trip for the target area is 26 miles per participant and when multiplied by counseling appointments, court appearances and other community services, the demand can create an unnecessary burden. Some participants rely on rides from friends and family and some have driving privileges or reinstatement but many have hardship regarding transportation. Bus passes are allocated on an as needed basis and monitored for limited use by the case manager(s). Allocated passes will not exceed \$10 when distributed.

Total Budget

Budget Category	Request	Other Grant or Funding Sources	Local Cash Contributions	In-Kind Contributions	Total Cost
Total	\$25,098.20	\$0.00	\$0.00	\$0.00	\$25,098.20

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2023 Contract**

Grantee Name: 88th District Court — Hybrid DWI/Drug Court
Unique Identifier: U10074
Federal ID Number: 38-6004834
Contract Number: 28740
Grant Amount: \$25,000

1. DEFINITIONS GOVERNING CONTRACT

The definitions below govern the terms used in this Contract.

1.01 The term “Authorizing Official” means an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Contract.

1.02 The term “Contract” as used in this document means the Contract between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.03 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.04 The term “Effective Date” means the date upon which this Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the Contract on the

same date, the latest specified date will become the Contract's effective date.

1.05 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.06 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Contract.

1.07 The term "Grantee" as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.08 The term "Grantee's agents" as used in this Contract includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.09 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, agents and/or subrecipients jointly with the SCAO while engaged in Services under this Contract.

1.10 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.11 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.12 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.13 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee agrees to provide to the SCAO under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.14 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.15 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.16 The term "WebGrants" refers to the web-based grant management system used by SCAO.

1.17 The term "Work Product" refers to reports, programs, manuals, tapes and videos prepared under this Contract and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. PARTIES

2.01 This Contract is between the SCAO and the 88th District Court - — Hybrid DWI/Drug Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$25,000 for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Drug Court Grant Program.

4. DURATION

4.01 This Contract begins on October 1, 2022, and ends on September 30, 2023, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following which can be found in WebGrants:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the grant amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant for Services rendered.

7.02 The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

7.03 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

7.04 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.

7.08 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.09 All Expense reimbursement is subject to the SCAO's approval.

7.10 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

9.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
- D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 26 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Contract and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Contract. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, INVENTIONS, AND IMPROVEMENTS

12.01 All written or visual Work Product shall belong to the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Contract and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract without the prior written permission of the SCAO.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee while engaged in Services under this Contract. As to each such disclosure, the Grantee shall specifically bring to SCAO's attention any features or concepts related to Inventions, Patented and/or Copyrighted Materials that are new, unique or different such that they may qualify for copyright, patent or other intellectual property protection.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that as of the Effective Date of the Contract, there are no Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Contract.

13. INSURANCE

13.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

14. LIABILITY AND INDEMNIFICATION

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 26 of this Contract.

17. SUSPENSION, TERMINATION, AND REDUCTION

17.01 The SCAO and/or the Grantee may reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Contract, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the fiscal year.
- C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- D. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 23.
- E. If the Grantee is charged with of any criminal activity or offenses during the term of this Contract or any extension thereof.
- F. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- G. The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- H. The SCAO may immediately suspend or terminate this contract if any report from Section 16 is at least 45 days late.

17.02 Each Party has the right to terminate this Contract without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Contract will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

17.03 The SCAO may immediately suspend or terminate this Contract if the Grantee or any of the Grantee's agents are convicted of a criminal offense that directly or indirectly involves grant funds.

17.04 If the SCAO terminates this Contract under Section 17, with the exception of termination stated in Section 17.01(F), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

17.05 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this Contract ends.

18. COMPLIANCE WITH LAWS

18.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

19. MICHIGAN LAW

19.01 This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan.

20. CONFLICT OF INTEREST

20.01 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract.

21. DEBT TO STATE OF MICHIGAN

21.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

22. CONTRACT DISPUTE

22.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 26 of this Contract.

23. PROGRAM CERTIFICATION

23.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

24. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

24.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

25. AMENDMENT

25.01 The parties may amend this Contract only in writing signed by both parties.

25.02 The SCAO and the Grantee must submit a budget/project amendment through

WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this Contract shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

26.02 The Grantee's contact person is:

Salome Latuszek
88th District Court
Alpena County Office Building
719 Chisholm St.
Alpena, Michigan 49707
latuszeks@alpenacounty.org

26.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

27. GRANTEE'S AUTHORIZING OFFICIAL

27.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. *The Authorizing Official may not be a judge or other state employee and must be an employee of the Grantee's funding unit.* The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

27.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 28740

28. SIGNATURE OF PARTIES

28.01 This Contract is not effective unless signed by both Parties.

28.02 The signatures on this contract are electronic through the DocuSign system.

28.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee's Authorizing Official for signature.

28.04 The DocuSign system requires an agent of the SCAO to send this Contract to the State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the State Court Administrator for signature.

**88th District Court -
Hybrid DWI/Drug Court**

State Court Administrative Office

Grantee's Authorizing Official's Signature

Authorizing Official's Signature

Grantee's Authorizing Official's Name

Authorizing Official's Name

Grantee's Authorizing Official's Title

Authorizing Official's Title

Date Signed by Grantee's Authorizing Official

Date Signed by Authorizing Official

**ATTACHMENT 1
FY 2023 REPORTING REQUIREMENTS
October 1, 2022, through September 30, 2023**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2022, through December 31, 2022.
May 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2023, through March 31, 2023.
August 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2023, through June 30, 2023.
November 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2023, through September 30, 2023.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2023*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2023	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2023	Courts will be reporting on expenditures from October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on expenditures from January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting expenditures from April 1, 2023, through June 30, 2023.
October 10, 2023	Courts will be reporting expenditures from July 1, 2023, through September 30, 2023.

PROGRESS REPORT	
DUE DATE	NOTE
October 30, 2023* Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2022, through September 30, 2023.

*Planning Grants – If your court is receiving a FY 2023 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

Fw: Message from District-Konica

Sue Latuszek <latuszeks@alpenacounty.org>

Tue 12/6/2022 3:23 PM

To: Lynn Bunting <buntingl@alpenacounty.org>

Salome (Sue) Latuszek

Chief Probation Officer/Specialty Court Coordinator

88th District Court

719 W. Chisholm St.

Alpena, MI 49707

(989) 354-9684 (Direct Line)

(989) 354-9785 (Fax)

DISCLAIMER:

IMPORTANT - This E-Mail is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this E-mail is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that reading, disseminating, distributing or copying this communication is strictly PROHIBITED. If you have received this communication in error, please immediately notify the 88th District Court Probation Office by e-mail and return the original message to us by e-mail. THANK YOU.

From: admin@alpenacounty.org <admin@alpenacounty.org>

Sent: Tuesday, December 6, 2022 4:08 PM

To: Sue Latuszek <latuszeks@alpenacounty.org>

Subject: Message from District-Konica

FY22/23 88th District Court Drug & Alcohol Grant for Finance Approval

Lynn Bunting <buntingl@alpenacounty.org>

Tue 12/6/2022 3:42 PM

To: Bill Peterson <billpeterson@alpenacounty.org>; Keri Bertrand <bertrandk@alpenacounty.org>; Kim Ludlow <ludlowk@alpenacounty.org>

Cc: Mary Catherine Hannah <hannahmc@alpenacounty.org>

📎 1 attachments (8 MB)

FY22-23 88th District Court Drug & Alcohol Treatment Grant_001.pdf;

Good Afternoon,

Please see attached for review that will be presented at Finance on December 13th.

I have the original downstairs if you could please sign after you review and if you approve.

Thank you!

Have a great afternoon/evening.

Lynn



*Lynn Bunting, Board Assistant
County of Alpena
County Board of Commissioners
720 W Chisholm St, Suite 7
Alpena, MI 49707
Phone - 989.354.9501
Fax - 989.354.9648*



CONFIDENTIALITY: This E-Mail is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged,

